



HEALTH AND HUMAN SERVICES COMMISSION

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM
1115 DEMONSTRATION WAIVER PROGRAM

CERTIFICATION OF PHYSICIAN PRACTICE PARTICIPATION
Version 2018-1 (03/23/18)

DOCUMENT HISTORY LOG

STATUS ¹	DOCUMENT REVISION ²	EFFECTIVE DATE	DESCRIPTION ³
Baseline	n/a		Initial version of the Certification of Physician Practice Participation
<p>¹ “Baseline” indicates initial document issuances, “Revision” indicates changes to the Baseline version, and “Cancellation” indicates withdrawn versions.</p> <p>² Numbering conventions: Revisions are numbered according to the version of the document and the sequential revision—e.g., “1.2” refers to the first version of the document and the second revision.</p> <p>³ Brief description of the changes to the document made in the revision.</p>			



HEALTH AND HUMAN SERVICES COMMISSION

TEXAS HEALTHCARE TRANSFORMATION AND QUALITY IMPROVEMENT PROGRAM 1115 DEMONSTRATION WAIVER PROGRAM

CERTIFICATION OF PHYSICIAN PRACTICE PARTICIPATION

[name of Physician Practice]

Texas Medicaid Provider Identifier (TPI) # _____

1. Authorization.

- a. _____ Physician Practice (the "Physician Practice") is a privately-owned medical practice under the administrative rules of the Texas Medical Board, properly organized under the laws of the State of Texas, and in good standing with all regulatory authorities.
- b. The Physician Practice is organized by, under the control of, or under contract with _____ which is owned or otherwise affiliated with _____ (the governmental entity).
- c. The Physician Practice is eligible to receive supplemental Waiver payments ("Supplemental payments") pursuant to 1 TEX. ADMIN. CODE §355.8202, Waiver Payments for Physician Services (the "Waiver Program").

2. Assurances and Representations.

- a. *Validity of Claims.* All claims filed by the Physician Practice for reimbursement by Medicaid comply with the applicable state and federal regulations.
- b. *Status.* Each member of the Physician Practice must be licensed by and in good standing with the Texas Medical Board, enrolled with the Texas Health and Human Services Commission ("HHSC") as a Texas Medicaid Provider, and in good standing with HHSC.
- c. *Use of Supplemental Payments.* The Physician Practice's use of all or any part of any supplemental payments made to it under this Waiver program will be in

compliance with all state and federal laws and regulations. Specifically, the Physician Practice certifies that no part of any supplemental payment paid to the Physician Practice has been or will be:

- i. Returned or reimbursed to the governmental entity that provided or will provide the non-federal share of payments to the Physician Practice under this program;
 - ii. Used to fund any contingent fee associated with the Physician Practice's receipt of the supplemental funds; or
 - iii. Contingent on the Physician Practice's delivery of a specific, predetermined amount of indigent services on behalf of the governmental entity.
- d. *Agreements with District/County.* The Physician Practice has not made or agreed to make cash or in-kind transfers to the governmental entity other than transfers and transactions that:
- i. Are unrelated to the administration of the Waiver Program or the delivery of services on behalf of the governmental entity;
 - ii. Constitute fair market value for goods or services rendered or provided; or
 - iii. Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Physician Practice and the governmental entity.

3. *Recoupment.*

- a. The Physician Practice agrees that if the Centers for Medicare and Medicaid Services (CMS) of the United States Department of Health and Human Services defers or disallows claims filed by the Physician Practice, or otherwise recoups funds paid to the Physician Practice under the Waiver program, HHSC is authorized to recoup such amounts from the Physician Practice, in addition to interest, fees and sanctions, following written notice to the Physician Practice.
- b. HHSC first will seek recovery from the Physician Practice of the entire amount to be recouped by CMS, subject to any rights of administrative appeal the Physician Practice may have. If, within 30 days of the date of HHSC's written notice of recoupment, the Physician Practice has not paid the full amount of the recoupment or entered into a written agreement with HHSC, HHSC may withhold any or all Medicaid payments from the Physician Practice until such time as HHSC has recovered an amount equal to the funds deferred or otherwise recouped by CMS. The amount of any recoupment from the Physician Practice will be adjusted to reflect the actual amount of any deferral, disallowance, or recoupment by CMS.

4. *Liability for False Claims.*

The Physician Practice understands that any false statements, representations or claims made in conjunction with the Waiver program may result in sanctions under Chapter 36 of the Texas Human Resources Code; criminal prosecution for tampering with a public record under the Texas Penal Code §37.10, and applicable Federal laws relating to false claims, including but not limited to 31 U.S.C. §3729.

On behalf of the Physician Practice, I certify that I have read and understood the above statements; that the statements are true, correct, and complete; and that I am authorized to bind the Physician Practice and to certify to the above.

Signature

Date

Name and Title (print or type)